

42874 Y3
REV

STATE FUNDS GRANT
BETWEEN
THE NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
BLUE RIVERS AREA AGENCY ON AGING

This grant is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF MEDICAID AND LONG-TERM CARE STATE UNIT ON AGING** (hereinafter "DHHS"), and **BLUE RIVERS AREA AGENCY ON AGING** (hereinafter "Grantee").

DHHS GRANT MANAGER:

Bob Halada
DHHS/MLTC/State Unit on Aging
PO Box 95026
Lincoln, NE 68509
DHHS.Aging@nebraska.gov

PURPOSE. The purpose of this grant is to support older Nebraskans to remain independent in their own homes and communities with supportive services that meet all the requirements of the Older Americans Act and Title 15 Services Regulations.

I. TERM AND TERMINATION

- A. **TERM.** This grant is in effect from July 1, 2018 the effective date through June 30, 2019, the completion date.
- B. **TERMINATION.** This grant may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this grant in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF GRANT." In the event either party terminates this grant, the Grantee shall provide to DHHS all work in progress, work completed, and materials provided by DHHS in connection with this grant immediately.

II. AMOUNT OF GRANT

- A. **TOTAL GRANT.** DHHS shall pay the Grantee a total amount, not to exceed \$169,384.00 (one hundred sixty-nine thousand, three hundred eighty four dollars) for CARE MANAGEMENT funds for the activities specified herein.
- B. **PAYMENT STRUCTURE.** Payment shall be structured as follows:
1. DHHS may reimburse a Care Management Unit for costs not paid for by the client or through other sources. Reimbursement shall be based upon actual casework time units at the rate of \$48.40 per unit calculated in the approved budget as referenced in Attachment A. In no case shall the maximum reimbursement exceed the cost of an actual casework time unit minus costs paid by an individual or through other reimbursement specified in the Act.

2. Reimbursement requests (Form C) as referenced in Attachment B shall be submitted on a monthly basis to the attention of:

Courtney Parker
State Unit on Aging
Division of Medicaid & Long-Term Care
Department of Health & Human Services
PO Box 95026
Lincoln, Nebraska 68509-5026
DHHS.Aging.nebraska.gov

- C. **BUDGET CHANGES.** The Grantee is permitted to reassign funds from one line item to another line item within the approved budget. If funds are reassigned between line items, prior approval from DHHS is required for cumulative budget transfer requests for allowable costs, allocable to the grant exceeding five percent (5%) of the current total approved budget. Budget revision requests shall be submitted in writing to DHHS. DHHS will provide written notification of approval or disapproval of the request within thirty (30) days of its receipt.

III. STATEMENT OF WORK

A. The Grantee shall:

1. Proactively carry out the Care Management Unit's approved Plan of Operation as referenced in Attachment C.
2. Use the fee scale as adopted and promulgated by DHHS and set out in 15 NAC 2-007.03 to generate and send monthly statements to Care Management clients. Statements shall include services rendered, prior balance receivable, charges at full fee, sliding fee scale adjustments, payments received, and ending balance receivable, and a disclaimer that services will not be denied if payment is not received.
3. Submit a financial report by April 30, 2019 to verify costs allocated to the casework time unit and the total income received from an individual or client and other sources covering the period July – March.
4. Participate in claiming of federal fiscal administrative matching funds as prescribed by DHHS.

B. DHHS shall:

1. Monitor that services are provided in accordance with this agreement and, contingent on availability of funding, reimburse the Subrecipient up to the amount in Section II, Paragraph A.
2. Review the Subrecipient's financial report when necessary to determine if any adjustments to reimbursements made for the period reported are needed.

C. GRANTEE FISCAL MONITORING REQUIREMENTS.

1. The Grantee agrees to do the following:
 - a. Ensure training is provided to program staff related to preparing and reviewing program budgets and maintaining fiscal accountability related to expending state and federal funds.
 - b. Employ or contract with an individual with sufficient knowledge and responsibility to ensure that:

- Grantee has effective internal fiscal controls in compliance with guidance issued by the Comptroller General of the United States or the Committee of Sponsoring Organizations (COSO);
 - Grantee's financial statements are prepared in accordance with Generally Accepted Accounting Principles (GAAP);
 - Grantee complies with this contract and all applicable state and federal regulations.
2. The minimum qualifications for this individual are: 1) Bachelor's Degree in Accounting or Finance, and 2) three years of relevant experience. Grantee may request DHHS approval for an individual with an Associate's Degree and significant relevant experience.
 3. The Grantee shall immediately notify DHHS, in writing, if it is not in compliance with the above requirements. During any period of noncompliance, DHHS may withhold 10% from all payments due until the noncompliance is corrected.

IV. GENERAL TERMS AND ASSURANCES

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Grantee books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this grant shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Grantee shall maintain all records for three (3) years from the date of final payment, except records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. The Grantee shall maintain its accounting records in accordance with generally accepted accounting principles. DHHS reserves and hereby exercises the right to require the Grantee to submit required financial reports on the accrual basis of accounting. If the Grantee's records are not normally kept on the accrual basis, the Grantee is not required to convert its accounting system but shall develop and submit in a timely manner such accrual information through an analysis of the documentation on hand (such as accounts payable).
2. The Grantee shall provide DHHS any and all written communications received by the Grantee from an auditor related to Grantee's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 115 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Grantee agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Grantee, in which case the Grantee agrees to verify that DHHS has received a copy.
3. The Grantee shall immediately commence follow-up action on findings arising from audits or other forms of review. Follow-up action includes responding to those conducting such examinations with clear, complete views concerning the accuracy and appropriateness of the findings. If the finding is accepted, corrective action, such as repaying disallowed costs, making financial adjustments, or taking other actions should proceed and be completed as rapidly as possible. If the subrecipient disagrees, it should provide an explanation and specific reasons that demonstrate that the finding is not valid.

4. In addition to, and in no way in limitation of any obligation in this grant, the Grantee shall be liable for audit exceptions, and shall return to DHHS all payments made under this grant for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.
- B. AMENDMENT. Except as provided in the NOTICES section, below, this grant may be modified only by written amendment executed by both parties. No alteration or variation of the terms and conditions of this grant shall be valid unless made in writing and signed by the parties.
- C. ANTI-DISCRIMINATION. The Grantee shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including **but not limited to** Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; the Rehabilitation Act of 1973, 29 U.S.C. §§ 794 et seq.; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621; and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of this grant. The Grantee shall insert a similar provision into all subawards and subcontracts.
- D. ASSIGNMENT. The Grantee shall not assign or transfer any interest, rights, or duties under this grant to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this grant.
- E. ASSURANCE. If DHHS, in good faith, has reason to believe that the Grantee does not intend to, is unable to, has refused to, or discontinues performing material obligations under this grant, DHHS may demand in writing that the Grantee give a written assurance of intent to perform. Failure by the Grantee to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this grant.
- F. BREACH OF GRANT. DHHS may immediately terminate this grant and agreement, in whole or in part, if the Grantee fails to perform its obligations under the grant in a timely and proper manner. DHHS may withhold payments and provide a written notice of default to the Grantee, allow the Grantee to correct a failure or breach of grant within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Grantee time to correct a failure or breach of this grant does not waive DHHS's right to immediately terminate the grant for the same or different grant breach which may occur at a different time. DHHS may, at its discretion, obtain any services required to complete this grant and hold the Grantee liable for any excess cost caused by Grantee's default. This provision shall not preclude the pursuit of other remedies for breach of grant as allowed by law.
- G. COMPLIANCE WITH LAW. The Subrecipient shall comply with all applicable law, including but not limited to all applicable federal, state, county and municipal laws, ordinances, rules, and regulations.
- H. CONFIDENTIALITY. Any and all confidential or proprietary information gathered in the performance of this grant, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided that contrary grant provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision.

- I. CONFLICTS OF INTEREST. In the performance of this grant, the Grantee shall avoid all conflicts of interest and all appearances of conflicts of interest. The subrecipient shall not acquire an interest either directly or indirectly which will conflict in any manner or degree with performance and shall immediately notify DHHS in writing of any such instances encountered.
- J. DATA OWNERSHIP AND COPYRIGHT. DHHS shall own the rights in data resulting from this project or program. The Grantee may not copyright any of the copyrightable material and may not patent any of the patentable products produced in conjunction with the performance required under this grant without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes.
- K. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Grantee certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.
- L. DOCUMENTS INCORPORATED BY REFERENCE. All references in this grant to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Grantee in discharging its obligations under this grant shall be deemed incorporated by reference and made a part of this grant with the same force and effect as if set forth in full text, herein.
- M. DRUG-FREE WORKPLACE. Grantee certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Grantee shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.
- N. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this grant due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this grant. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this grant which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this grant.
- O. FRAUD OR MALFEASANCE. DHHS may immediately terminate this grant for fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the grant by Grantee, its employees, officers, directors, volunteers, shareholders, or subcontractors.
- P. FUNDING AVAILABILITY. DHHS may terminate the grant, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the award with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the Grantee written notice thirty (30) days prior to the effective date of any termination. The Grantee shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event, shall the Grantee be paid for a loss of anticipated profit.
- Q. GOVERNING LAW. The award shall be governed in all respects by the laws and statutes of the United States and the State of Nebraska. Any legal proceedings against DHHS or the

State of Nebraska regarding this award shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law.

R. HOLD HARMLESS.

1. The Grantee shall defend, indemnify, hold, and save harmless DHHS and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against DHHS, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Grantee, its employees, consultants, representatives, and agents, except to the extent such Grantee's liability is attenuated by any action of DHHS that directly and proximately contributed to the claims.
2. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Subrecipients.

S. INDEPENDENT ENTITY. The Grantee is an Independent Entity and neither it nor any of its employees shall, for any purpose, be deemed employees of DHHS. The Grantee shall employ and direct such personnel, as it requires, to perform its obligations under this grant, exercise full authority over its personnel, and comply with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this grant.

T. REIMBURSEMENT REQUEST. Requests for payments submitted by the Grantee, whether for reimbursement or otherwise, shall contain sufficient detail to support payment. Any terms and conditions included in the Grantee's request shall be deemed to be solely for the convenience of the parties.

U. INTEGRATION. This written grant represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this grant.

V. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Grantee acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any Grantee who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to: individuals; to a corporation, if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company, if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf

W. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Grantee shall review the

Nebraska Technology Access Standards, found at <http://www.nitc.nebraska.gov/standards/2-201.htm> and ensure that products and/or services provided under the grant comply with the applicable standards. In the event such standards change during the Grantee's performance, DHHS may create an amendment to the grant to request that Grantee comply with the changed standard at a cost mutually acceptable to the parties.

- X. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The Grantee shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Grantee is an individual or sole proprietorship, the following applies:

1. The Grantee must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Grantee indicates on such attestation form that he or she is a qualified alien, the Grantee agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Grantee's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Grantee understands and agrees that lawful presence in the United States is required and the Grantee may be disqualified or the grant terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

- Y. PUBLICATIONS. Grantee shall acknowledge the project was supported by DHHS in all publications that result from work under this grant.

- Z. PROGRAMMATIC CHANGES. The Grantee shall request in writing to DHHS for approval of programmatic changes. DHHS shall approve or disapprove in whole or in part in writing within thirty (30) days of receipt of such request.

- AA. PROMPT PAYMENT. Payment shall be made in conjunction with the State of Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

Automated Clearing House (ACH) Enrollment Form Requirements for Payment.

The Grantee shall complete and sign the State of Nebraska ACH Enrollment Form and obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the Grantee can be made. Download ACH Form: http://www.das.state.ne.us/accounting/nis/address_book_info.htm

- BB. PUBLIC COUNSEL. In the event Grantee provides health and human services to individuals on behalf of DHHS under the terms of this award, Grantee shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this grant. This clause shall not apply to subawards between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

- CC. RESEARCH. The Grantee shall not engage in research utilizing the information obtained through the performance of this grant without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this grant.
- DD. SEVERABILITY. If any term or condition of this grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this grant did not contain the particular provision held to be invalid.
- EE. SUBGRANTEES OR SUBCONTRACTORS. The Grantee shall not subgrant or subcontract any portion of this award without prior written consent of DHHS. The Grantee shall ensure that all subcontractors and subgrantees comply with all requirements of this grant and applicable federal, state, county and municipal laws, ordinances, rules and regulations.
- FF. SURVIVAL. All provisions hereof that by their nature are to be performed or complied with following the expiration or termination of this grant, including but not limited to those clauses that specifically state survival, survive the expiration or termination of this grant.
- GG. TIME IS OF THE ESSENCE. Time is of the essence in this grant. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Grantee remaining.
- HH. NOTICES. Notices shall be in writing and shall be effective upon mailing. Unless otherwise set forth herein, all Grantee reporting requirements under the grant shall be sent to the DHHS Grant Manager identified on page 1. Written notices regarding termination of this grant or breach of this grant shall be sent to the DHHS Grant Manager identified on page 1, and to the following addresses:

FOR DHHS:

Nebraska Department of Health and Human
Services - Legal Services
Attn: Contracts Attorney
301 Centennial Mall South
Lincoln, NE 68509-5026

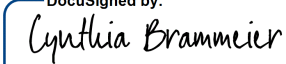
FOR GRANTEE:

Zoe Olson, Director
Blue Rivers Area Agency on Aging
103 Eastside Blvd
Beatrice, NE, 68310-3475
402-223-1376

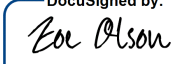
DHHS may change the DHHS Subaward Manager to be notified under this section via letter to the Grantee sent by U.S. Mail, postage prepaid, or via email.

IN WITNESS THEREOF, the parties have duly executed this subaward hereto, and each party acknowledges the receipt of a duly executed copy of this subaward with original signatures, and that the individual signing below has authority to legally bind the party to this subaward.

FOR DHHS:

DocuSigned by:

502408F0D41E43F...
Cynthia Brammeier
Administrator
State Unit on Aging

FOR GRANTEE:

DocuSigned by:

84AB4B4265A9463...
Zoe Olson
Director
Blue Rivers Area Agency on Aging

DATE: 6/29/2018 | 15:14:20 CDT

Grant – No Federal Funds
Rev. 08/2017

DATE: 6/29/2018 | 15:08:38 CDT

Page 8 of 8

ATTACHMENT A

FY 2019 BUDGET - CASA Only

[Taxonomy #, Service, Unit Measure]	6. Care Management - CASA (1 hour)	SENIOR VOLUNTEER PROGRAM	ADRC 36-						Area Plan Admin	TOTAL
COST CATEGORIES										
1. Personnel	\$155,000	\$15,500	\$64,158							\$234,658
2. Travel	\$2,000	\$2,000	\$900							\$4,900
3. Print & Supp.	\$2,000	\$1,000	\$600							\$3,600
4. Equipment		\$1,000								\$1,000
5. Build Space	\$10,500	\$5,400	\$2,400							\$18,300
6. Comm. & Utilit.	\$2,500	\$1,300	\$1,300							\$5,100
7. Other	\$3,500	\$1,300	\$1,300							\$6,100
8a. Raw Food										\$0
8b. Contractual			\$17,000							\$17,000
9. GROSS COST	\$175,500	\$27,500	\$87,658	\$0	\$0	\$0	\$0	\$0	\$0	\$290,658
NON-MATCHING										
10. Other Funding										\$0
11a. Title XX/Medicaid										\$0
11b. NSIP										\$0
12a. Income Cont./Fees	\$6,116									\$6,116
12b. TOTAL NON-MATCH	\$6,116	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,116
13. ACTUAL COST	\$169,384	\$27,500	\$87,658	\$0	\$0	\$0	\$0	\$0	\$0	\$284,542
MATCH										
14a. Local Public (Cash)										\$0
14b. Local Public (In-Kind)		\$2,500								\$2,500
15a. Local Other (In-Kind)										\$0
15b. Local Other-Cash										\$0
16a. TOTAL LOCAL MATCH	\$0	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
16b. Cost Less Match	\$169,384	\$25,000	\$87,658	\$0	\$0	\$0	\$0	\$0	\$0	\$282,042
FUNDING										
17a. CASA		\$25,000	\$87,658							\$112,658
17b. CASA (Used as Match)										\$0
18a. SUA Grants										\$0
18b. Special Award										\$0
18c. Care Management										\$169,384
18d. TOTAL SUA COST	\$169,384	\$25,000	\$87,658	\$0	\$0	\$0	\$0	\$0	\$0	\$282,042

Sen. Vol. units are reported under
volunteerism in NAMIS

Projected Units	3,400.00	200.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00
Gross Cost Per Unit (9)	\$ 51.62	\$ 137.50	\$ 438.29	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Match Per Unit (16b)	\$ -	\$ 12.50	\$ -	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Total SUA Per Unit (18d)	\$ 49.82	\$ 125.00	\$ 438.29	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

ATTACHMENT B

State Unit on Aging

Care Management Reimbursement Request

Form C 42874 Y3

NEBRASKA

Subrecipient Name

Blue Rivers Area Agency on Aging

Good Life. Great Mission.

Address Book No.

511979

DEPT. OF HEALTH AND HUMAN SERVICES

Subaward No.

Service Dates

Total Casework Time Units

Approved Reimbursement Rate

Actual Value

Client Fees Received

CASA funds

Other Income (list separately below)

.
.
.

Total Income

Total Reimbursement Requested

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THE ABOVE AMOUNTS AND FUNDS REQUESTED ARE TRUE, COMPLETE, AND ACCURATE AND ARE FOR THE PURPOSE SET FORTH IN THE SUB-AWARD DOCUMENT. I ACKNOWLEDGE THAT ANY FALSE, FICTITIOUS, OR FRAUDULENT INFORMATION, OR OMISSION OF ANY MATERIAL FACT, IS PUNISHABLE UNDER THE FALSE CLAIMS ACT.

DIRECTOR_____
DATE**SUA Staff Only**

NAMIS Report Attached

Certified By:

Reviewed By:

OnBase No.

ATTACHMENT C

CARE MANAGEMENT RECERTIFICATION APPLICATION RESOLUTION

BLUE RIVERS AGENCY ON AGING GOVERNING BOARD

WHEREAS: There are state funds available from the Nebraska Department of Health and Human Services State Unit on Aging, and

WHEREAS: Blue Rivers Area Agency on Aging, an entity of County Government by signed inter-local agreements, Nebraska Statutes, 1943, Sections 23-2201 through 23-2207, desires to apply for said funds to be used to provide care management services in Gage, Jefferson, Johnson, Nemaha, Otoe, Pawnee, Richardson and Thayer Counties with special emphasis on meeting the needs of elderly and disabled persons,

NOW THEREFORE,
BE IT RESOLVED:

That the Blue Rivers Area Agency on Aging Governing Board has reviewed the application of Blue Rivers Area Agency on Aging for said funds and does hereby certify that Blue Rivers Area Agency on Aging is considered to be capable of providing care management services for Gage, Jefferson, Johnson, Nemaha, Otoe, Pawnee, Richardson and Thayer Counties.

Moved by:

Mark Schoenrock

Seconded by:

Robert Ferguson

Affirmative Vote: 14/14

Approved this 26th day of February, 2018

Attest:

Zoe Olson
Zoe Olson, Agency Executive Director

Ivan Zimmerman
Ivan Zimmerman, Governing Board Chair

NEBRASKA

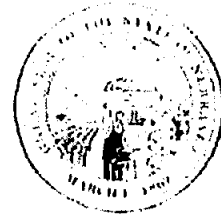
Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES

NEBRASKA STATE UNIT ON AGING

APPLICATION

FOR RECERTIFICATION OF A CARE MANAGEMENT UNIT



Pete Ricketts, Governor

Applicant Name: Blue Rivers Area Agency on Aging

Street Address: 103 Eastside Blvd.

City/State/Zip: Beatrice, NE 68310

Contact Person (Include Address and Telephone if different from above):

DIRECTIONS FOR APPLICATION FOR RECERTIFICATION

- 1) Complete this form, attach necessary information, and submit no later than March 31, 2018 to:
Nebraska State Unit on Aging - DHHS.Aging@nebraska.gov.
- 2) A. If the Provider is a corporation, attach a resolution that has been adopted by the Governing Unit of the Care management Unit's Provider Organization approving Application for Recertification; and

Provide for the signature of the chairperson of the Governing Unit to the statement below:

I, Ivan Zimmerman, chairperson of the Governing Board, certify that the Governing Board has authorized application for recertification of the Care Management Unit with Planning and Service Area

H.

Date: 2/26/2018 Signature: *Ivan Zimmerman*
Title: *Governing Board Chair*
Chair, Blue Rivers Area Agency on Aging, Governing Board

B. If the Provider of a Care Management Unit is a sole proprietorship or partnership. Provide for the signature of the duly authorized person to the statement below:

I, _____, of _____, certify that I am the authorized agent of the above organization and am authorized to apply for recertification of the Care Management Unit within Planning and Service Area

Date:

Signature:

Title:

- 3) Attach to this application form your current Care Management Unit Plan of Operations as well an attachment indicating any change proposed to the Care Management Unit's current certified Plan of Operation which is to be effective with Recertification, along with explanation supporting the reasons for any proposed change.

**Blue Rivers Area Agency on Aging
Care Management Recertification changes**

Throughout the entire copy changed wording from "Division on Aging" to "State Unit on Aging".
Updated Blue Rivers new address where appropriate.

Section 2.006.01B

#3. Just added "regular contact with local ADRC Counselor".

Added #7. Maintain information on Blue Rivers website and Facebook page.

No other changes since last submitted 2016.

**BLUE RIVERS AREA AGENCY
ON AGING**

CARE MANAGEMENT UNIT

RECERTIFICATION PERIOD

July 1, 2018-June 30, 2019

(2.006.01A)

STATEMENT OF PHILOSOPHY

The underlying philosophy for developing a community based long term care system is to enable individuals to live their lives with the most independence and best choice possible when faced with problems related to deteriorating health, financial and social status. Anything we hope to accomplish with and for individuals actually works best when they retain control. To that end, we have adopted the following view of an older person.

1. A person who is in full possession of civil rights.
2. A unique individual, rich with life experience.
3. An equal.
4. A whole person who cannot be divided into a number of individual parts or needs.
5. A person who has primary responsibility, if not sole responsibility, for their life and decisions regarding their life.
6. The ultimate authority on their own needs.
7. Regardless of overwhelming impairments, a person who can participate in and contribute to problem solving.
8. A person who has had, as all of us, problems in their life, and is not to be spared from the adventure of living now.
9. A person who bears social responsibilities, whose good is balanced against others.
10. A person fully capable of change and recovery.
11. A person who is entitled to the best services and care within the community.

Long Term Care will mean the caring for people who have unmet psychosocial, environmental, or functional needs and who need assistance in meeting these needs.

STATEMENT OF PHILOSOPHY (cont.)

The objective of the Blue Rivers Area Agency on Aging Care Management Unit is to assist each client to identify and utilize services needed to assure that the client is receiving, when reasonably possible, the level of care that best matches their level of need. These services will include support systems of a client, including family members, neighbors or friends. Blue Rivers Area Agency on Aging Care Management unit will coordinate the delivery of a continuum of services, using available care resources, including community based services, institutional resources, and other areas of the CHOICES unit such as Caregiver Support, Medicaid Waiver, Resource Development, or SCO screening for NF placement, as appropriate. The Care Management Unit, through its Care Managers and Supervisor, assists clients with services as specified in Neb. Rev. Stat. Sec. 81-2229 through 81-2236, including ongoing consultations, assessments, Long Term Care Plan development, and referral for clients in need of Long Term Care; coordination of the Long Term Care Plan; monitoring of the delivery of services for clients, and review of the client's Long Term Plan of Care.

(2.006.018)

CITIZEN INPUT

The Care Management Unit Supervisor/CHOICES Unit Supervisor and agency Director will use the following methods in receiving and assessing citizen input on the Care Management Program:

1. At least quarterly meetings with the Blue Rivers Area Agency on Aging Governing Board.
2. Review of comments from scheduled hearings and/or Advisory Board meetings which are held as a part of the annual plan of operation of the Blue Rivers Area Agency on Aging.
3. Review of the results of any survey the agency may take. This may be distributed through the various service programs of Blue Rivers, reflects the views of many of the agency's clients, and is used in setting priorities and assessing program satisfaction.

(2.006.01B)

PROCEDURE TO INFORM ELIGIBLE INDIVIDUALS

Eligible Individuals will be informed of Care Management Unit Services available from Blue Rivers Area Agency on Aging by the following methods:

- 1. Regular contact with social workers/discharge planners at nursing homes, skilled nursing facilities, and hospitals both in person and through the appropriate distribution of printed materials.**
- 2. Regular contact with senior center managers and congregate meal participants both in person and through the use of printed materials.**
- 3. Regular contact with staff working in various other human service agencies, including the local ADRC Options Counselor.**
- 4. Ongoing public relations by speaking engagements to civic and professional groups, clergy, and support groups, etc., when requested. Press releases will be sent out when appropriate.**
- 5. Attendance at networking opportunities throughout the service area with other human service agencies.**
- 6. Participation in various public events such as health fairs, etc. by hosting an information table, visiting with participants, distributing printed materials, etc.**
- 7. Maintenance of the agency website and Facebook page to include information about Care Management, as well as other services available.**

(2.006.01 C)

PERFORMANCE EVALUATION

An informal review of goals and strategies of the Blue Rivers Area Agency on Aging Care Management Unit will be conducted at least quarterly by the Executive Director and the Care Management Unit Supervisor/CHOICES Unit Supervisor. This can be enhanced by using various reports available on the NAMIS reporting system. All data input will be available for review by the State Unit on Aging also. At any time should a review by the State Unit on Aging indicate a need for clarifications or corrections, steps will be taken to address these concerns as soon as possible. Corrections or changes in the program will be documented, and a copy of such documentation forwarded to the State Unit on Aging.

(2.006.01D)

SEPARATION FROM DIRECT CARE PROGRAMS

Clerical, accounting and administrative services will be shared by use of personnel of the Blue Rivers Area Agency on Aging. None of these shared personnel will be involved in the provision of direct care to clients. Care Managers will not deliver any direct hands-on care to clients.

(2.006.01E)

INTERDISCIPLINARY APPROACH

A medical-social model of Care Management is used at Blue Rivers Area Agency on Aging. The assessments conducted by the Care Management staff are done with the holistic approach. The Care Managers have a thorough understanding of the interdisciplinary concept. Health and Human Services is contacted when a Title XX client is in need of services. Referrals to Medicaid Waiver are made as appropriate.

Clients are aided in application for other service programs, such as Medicaid, Nebraska Telephone Assistance Program, etc. The following is an example of some agencies that may be utilized by Blue Rivers Area Agency on Aging in its Care Management Program:

Home Health agencies, Community Action programs, ACCESSNebraska, Life Span Respite, Meal on Wheels, Inc., Lutheran Meals on Wheels, Critical Signal Technologies, Home Instead, CareTech, Services for the Blind & Visually Impaired, and Legal Aid of Nebraska, just to name a few.

(2.006.01F)

SERVICE PRIORITY

In the event of insufficient funds, the priority of service to eligible clients will be as follows:

First: Clients referred to the Care Management Unit by Health and Human Services, hospital discharge planners, Home Health agency nurses, or physicians.

Second: Clients referred by a family member or caregiver who indicates the need for help.

Third: Clients with one or more identified functional problem requiring assistance to remain at home safely.

Fourth: Clients over the age of 85.

The Care Management Unit Supervisor/CHOICES Unit Supervisor of Blue Rivers Area Agency on Aging, in consultation with the Executive Director, will make the final determination of clients to be served, if priorities must be established, and may deviate from the above criteria if it is deemed desirable and appropriate.

(2.006.1G)

GRIEVANCES

Clients of Blue Rivers Area Agency on Aging Care Management Unit or individuals directly involved in the overall plan of care who feel that the care plan does not effectively address the specific needs of the client may initiate a grievance. Also, if the client of the Care Management Unit, or an individual acting on their behalf, feels the client's rights have been violated, a grievance may be initiated at the local level.

(2.006.01G)

GRIEVANCE PROCEDURES

The grievance procedure available to clients is as follows:

Informal complaints against the Care Management Unit of Blue Rivers Area Agency on Aging will be handled personally by the Care Management Unit Supervisor/CHOICES Unit Supervisor promptly. The method of correction will depend on the individual complaint. An agency designee may help a client in preparing a written grievance when this becomes necessary, or is requested by the client.

In reducing the complaint to writing, the following information must be stated with reasonable clarity: The name and address of the filing party; an explanation of the issue; and the remedy which is sought.

Once the complaint is received in writing, a member of the AAA Affirmative Action Committee may be appointed by the Executive Director. The designee will act independently as an advocate for the filing party, lending moral support and channeling the grievance in an appropriate and effective manner.

Prior to a written reply by the Care Management Unit Supervisor/CHOICES Unit Supervisor, the grieving party, the Affirmative Action Committee designee if appointed, and the Executive Director will meet to discuss the issue fully. The Care Management Unit Supervisor/CHOICES Unit Supervisor will have ten (10) working days after receipt of the formal written complaint to respond in writing to the grieving party.

Such appeals must be presented in writing to the Executive Director and will include the written response of the Care Management Unit Supervisor/CHOICES Unit Supervisor. The grieving party or their designee may meet and discuss the issue fully with the Executive Director prior to the Executive Director's reply. The Executive Director will have ten (10) working days to formally reply to the grieving party.

Grievance Procedures(cont.)

Clients not satisfied with the results as outlined in the preceding paragraphs will be granted a full hearing with the AAA Governing Board, as follows:

File the grievance with the Board Chairman, the Affirmative Action Committee and the Executive Director within ten (10) working days after the formal reply from the Executive Director.

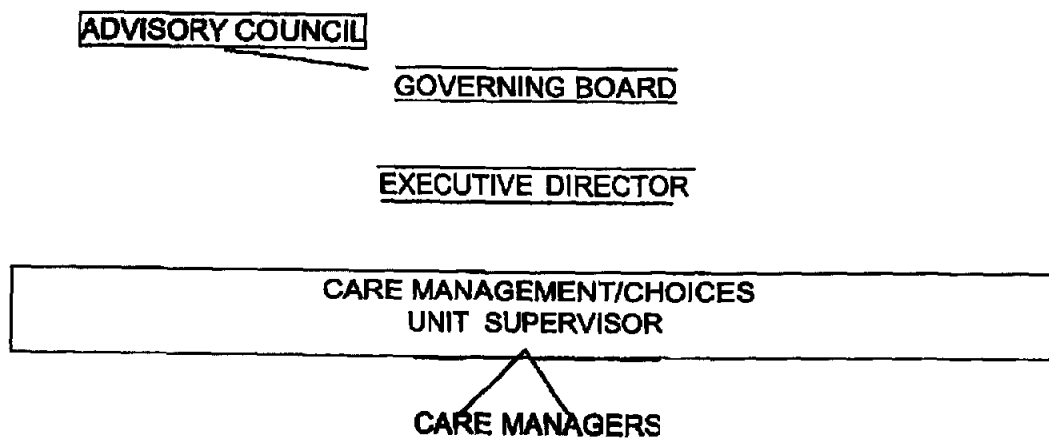
The Governing Board will arrange a special fact-finding meeting or act on the grievance at their regular meeting at their discretion.

All parties involved will be entitled to the right of counsel, presentation of evidence, cross-examination and confrontation of adverse witnesses.

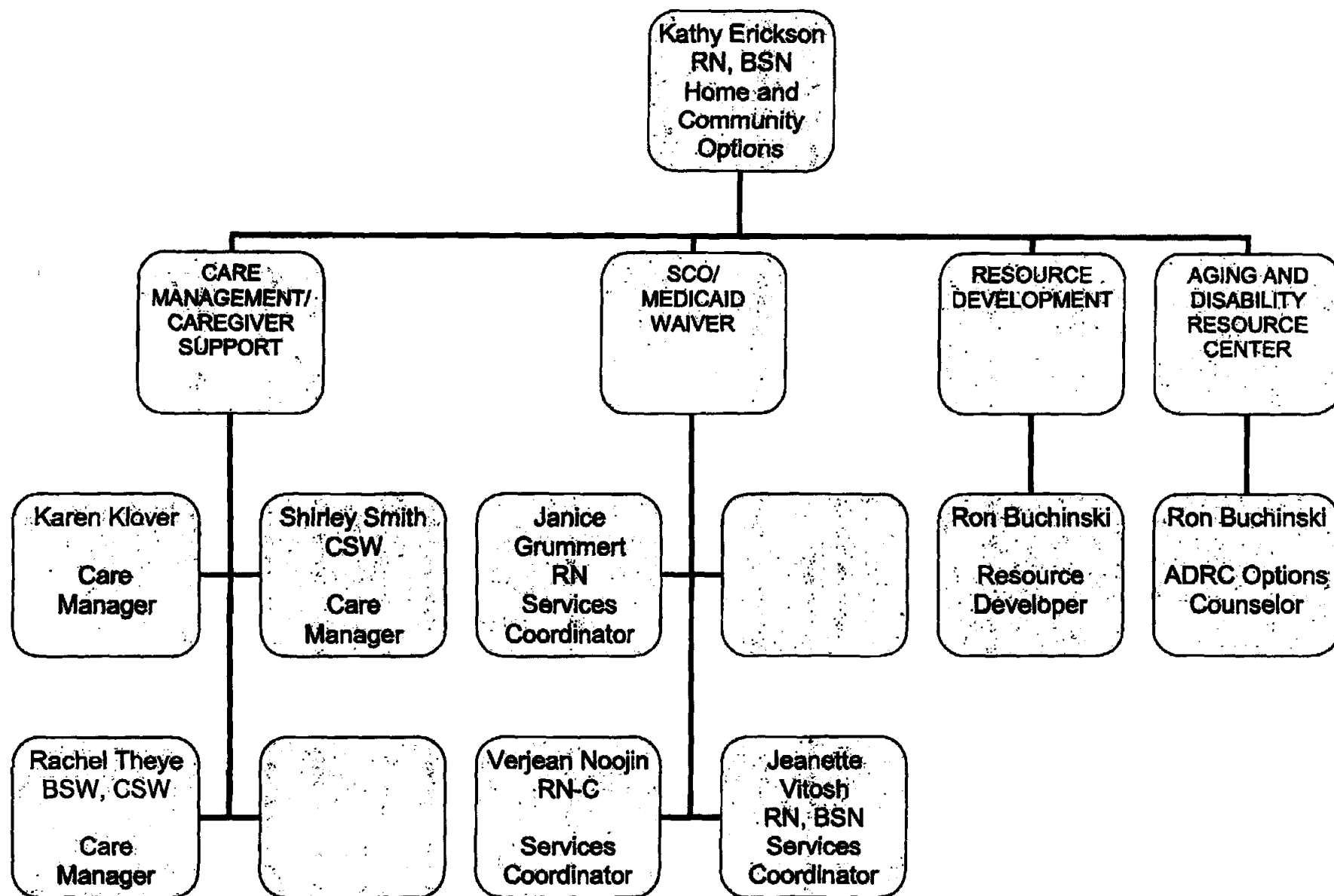
The decision of the Governing Board will be final and will be presented in writing to the grieving party no more than ten (10) working days after the Board's decision.

(2.006.02A2; 2.006.02D1; 2.006.02D2)

**BLUE RIVERS AREA AGENCY ON AGING
CARE MANAGEMENT UNIT
ORGANIZATIONAL STRUCTURE**



**BLUE RIVERS AREA AGENCY ON AGING
CHOICES UNIT
ORGANIZATIONAL STRUCTURE**



(2.006.02A)

PERSONNEL POLICIES AND PROCEDURES

Blue Rivers Area Agency on Aging Care Management Unit Supervisor/CHOICES Unit Supervisor will be responsible for the training of the care managers, along with monitoring and assessment of the Care Management Unit activities.

Please refer to CHOICES Unit Supervisor job description, which is included.

The Care Managers will be responsible for assessment of the clients referred to them, care plan development, and implementation of the overall plan of care.

All claims by Care Managers will be on the claim form supplied by the Blue Rivers Area Agency on Aging. (See attached form).

Blue Rivers Area Agency on Aging Care Management Unit will follow routine agency protocol with respect to hiring, selection, compensation, evaluation, discipline, grievance, supervision and training of personnel and contractors.

(2.006.02A1)

Blue Rivers Area Agency on Aging Care Management Unit will follow routine agency protocol with respect to Equal Opportunity and Affirmative Action policy.

(2.006.02A3)

The responsibility for Care Management Services will be exclusively vested in the Care Management Unit Supervisor/CHOICES Unit Supervisor or Care Managers, except that specific responsibilities (such as data entry, client billing and receipts of payment, etc.) may be delegated to staff supervised by the Care Management Unit Supervisor/CHOICES Unit Supervisor or Care Managers, when it is appropriate.

(2.006.02B)

The Care Management Unit Supervisor/CHOICES Unit Supervisor will be ultimately responsible for the implementation of the Plan of Operation and will be responsible for the supervision of the Care Managers.

(2.006.02C)

The Care Management Unit Supervisor/CHOICES Unit Supervisor and Care Managers will have the following minimum qualifications:

- 1. A current Nebraska license as a Registered Nurse, or baccalaureate or graduate degree in the human services field, or certification under the Nebraska Social Work Law; *and***
- 2. At least two years of experience in long term care, gerontology, or community health.**
- 3. In addition, a Care Management Unit Supervisor/CHOICES Unit Supervisor will have at least two years of supervisory or management experience.**

(2.006.02D3)

The following procedure will be used to monitor contractors (if contractors are used) of the Blue Rivers Area Agency on Aging Care Management Unit:

1. The Care Management Unit Supervisor/CHOICES Unit Supervisor will receive the completed assessment and the plan of care within 30 days of the completion of the same.
2. The Care Management Unit Supervisor/CHOICES Unit Supervisor will maintain regular contact with contractors of the Care Management Unit, either with visits in person, by phone calls, fax, e-mail, or through regular mailings.
3. Follow-up assessments on clients will be completed regularly and available for review by the Care Management Unit Supervisor/CHOICES Unit Supervisor at any time. These follow-ups will be maintained as a part of each contractor's files and copies sent to the Care Management Unit Supervisor/CHOICES Unit Supervisor.
4. Any problems encountered by contractor Care Managers will be reported to the Care Management Unit Supervisor/CHOICES Unit Supervisor promptly.
5. Payment to contractors will be made at such time that the determination is made that Care Management Unit policies have been followed through to their entirety.

(2.006.02D4 & 5)

Blue Rivers Area Agency on Aging Care Management Unit will maintain accounting records necessary to support financial statements in accordance with generally accepted accounting principles. Audits, done annually as part of the overall agency audit, of Blue Rivers Area Agency on Aging Care Management Unit will be submitted to the State Unit on Aging as required.

(2.006.02E 1-8)

CLIENT RIGHTS POLICIES AND PROCEDURES

Eligible individuals will have the right to receive Care Management Unit services without regard to race, color, gender, national origin, religion or disability.

In addition, Blue Rivers Area Agency on Aging Care Management Unit will insure that clients have the following rights:

- 1. Informed and voluntary consent of assessment, participation in the program, and release of client information to appropriate third parties.**
- 2. The right to choose available services and providers of the services.**
- 3. The right to be informed of the name of the Care Manager responsible for their case.**
- 4. The right to receive a description of available Care Management services, fees charged, and billing procedures.**
- 5. The right to have access to their Care Management service file and record unless such access is restricted by law.**
- 6. The right to register complaints and file grievances without being subject to discrimination or reprisal.**
- 7. Each client has the right to decide to reject services at any time.**
- 8. Each client has the right to be consulted in the development and can Choose to approve or disapprove his/her long-term plan of care.**

Each client will be provided with a written copy of these rights. The Care Manager may explain and review each right with the client to assure understanding if requested.

(2.006.02E 1-8)

CLIENT RIGHTS POLICIES AND PROCEDURES

Eligible individuals will have the right to receive Care Management Unit services without regard to race, color, gender, national origin, religion or disability.

In addition, Blue Rivers Area Agency on Aging Care Management Unit will insure that clients have the following rights:

- 1. Informed and voluntary consent of assessment, participation in the program, and release of client information to appropriate third parties.**
- 2. The right to choose available services and providers of the services.**
- 3. The right to be informed of the name of the Care Manager responsible for their case.**
- 4. The right to receive a description of available Care Management services, fees charged, and billing procedures.**
- 5. The right to have access to their Care Management service file and record unless such access is restricted by law.**
- 6. The right to register complaints and file grievances without being subject to discrimination or reprisal.**
- 7. Each client has the right to decide to reject services at any time.**

Each client will be provided with a written copy of these rights. The Care Manager may explain and review each right with the client to assure understanding if requested.

(2.006.02F1-5, 2.006.03-3A)

CLIENT INFORMATION AND CONFIDENTIALITY

Blue Rivers Area Agency on Aging Care Management Unit will maintain client confidentiality in release of information to, and obtaining information from, third parties. Client consent forms will be signed by clients, and third party receivers of such information will show receipt of same, when such information is necessary for the particular client's case. All release forms and/or documents legally approving release of information will be maintained in the client's file. (See attached copy.)

Client records (both the "hard" and "soft" copies) will be maintained at Blue Rivers Area Agency on Aging. Client files and records will contain documents relating to the client, including (but not limited to) the assessment document, the long term plan of care, and proper release forms. Access of these records will be limited to the care managers, the Care Management Unit Supervisor/CHOICES Unit Supervisor, assigned clerical staff, and when indicated, appropriate third parties, with previous authorization. Storage of such case records, including computerized care data, will have the same restricted access. Unauthorized access to this information is restricted by virtue of the fact that records are stored in the Blue Rivers Area Agency on Aging CHOICES Unit, 103 Eastside Blvd., Beatrice, NE.

Client confidentiality will be maintained when Care Management staff participate in long term care plan conferences of clients or consultations involving outside persons.

Funding and certifying entities of the Care Management Unit may inspect, audit, and review clients' files and records as is appropriate or required by law or regulation.

(2.006.04)

TRAINING FOR CARE MANAGEMENT STAFF

(2.006.04A)

All new Care Management Unit employees will be trained appropriately to their duties by the Care Management Unit Supervisor/CHOICES Unit Supervisor or designee. Care Managers will be trained in use of the assessment tool, care plan, and other forms and aspects of carrying out Care Management.

(2.006.04B)

The Care Management Unit Supervisor/CHOICES Unit Supervisor will attend training required by the State Unit on Aging.

(2.006.04C)

Training needs of Care Managers will be evaluated quarterly and trainings scheduled according to those identified needs. Copies of information sent from the State Unit on Aging regarding new methods, techniques and research on Care Management will also be shared with Care Managers. Care Managers will be encouraged to attend continuing educational opportunities as available to maintain appropriate license.

(2.006.05-05A)

STANDARDIZED LONG-TERM CARE ASSESSMENT DOCUMENT

Blue Rivers Area Agency on Aging Care Management Unit will use the Long Term Care Assessment Document issued by the State Unit on Aging.

Blue Rivers Area Agency on Aging Care Management Unit Supervisor/CHOICES Unit Supervisor will provide for the training of care managers in the use of the document.

(2.006.06A-F)

LONG-TERM CAREPLAN

62 A
1 Development of a long term plan of care for clients participating in Blue Rivers Area Agency on Aging Care Management Unit will include consultation and participation including client consent for family participation in plan development when possible and appropriate. However, situations exist where the family may be unavailable for consultation, i.e., out of state and unaware of the actual home situation, the family members may be even more unable to make decisions than the client themselves, or the family may have unrealistic or inappropriate expectations for the client. Because of the nature of this client-driven program, the wishes of the client, or legal representative, will be given priority to uninformed and/or undesirable expectations of family members who are not aware of current situations that exist.

Blue Rivers Area Agency on Aging Care Management Unit will use an interdisciplinary approach to care management, using formal and informal support systems available to the client.

Blue Rivers Area Agency on Aging Care Management Unit will coordinate appropriate resources that are available in the client's specific area of residence, so that clients receive, when reasonably possible, the level of care that best matches their level of need.

At the time of development of the Long-Term Care Plan, goals and objectives will be formulated with the client, service costs will be given, providers will be identified, time frames given, etc.

LONG-TERM CARE PLAN (cont.)

Clients will be followed up on at least an every 3-month basis, with more frequent follow-up as deemed appropriate by Care Manager and client condition. At this time the care plan will be reviewed with the client. Changes may be made as necessary to provide adequate services to client.

Blue Rivers Area Agency on Aging Care Management Unit will monitor the delivery of services to the client to reasonably insure the continued appropriateness and effectiveness of the services being delivered under the Long-Term Care Plan. These long term care plans will be reviewed thoroughly on at least an annual basis by the Care Managers and the Care Management Unit Supervisor/CHOICES Unit Supervisor.

Blue Rivers Area Agency on Aging Care Management Unit will record those services that are needed by any particular client but are not available, as well as those services that are rejected by the client.

(2.006.07)

ACCESSIBILITY OF SERVICES

Blue Rivers Area Agency on Aging Care Management Unit will strive to maintain a reasonably comprehensive directory, on-line or otherwise, of ever-changing available public and private resources that includes both formal and informal community-based services and institutions, for use in referral activities of the Care Management Unit.

(2.006.08-08A)

UNIFORM DATA COLLECTION

Blue Rivers Area Agency on Aging Care Management Unit will comply with the Nebraska Care Management Information System issued by the State Unit on Aging for data collection, information processing, and reporting requirements of the State Unit.

Blue Rivers Area Agency on Aging Care Management Unit will have access to the Nebraska Care Management Information System, and will be responsible for data entry and verification for quarterly and annual reports to the State Unit on Aging. Blue Rivers currently has compatible computer capabilities for Nebraska Care Management Information System.

(2.007)

FEE SCALE

Blue Rivers Area Agency on Aging Care Management Unit will use the fee scale as adopted and promulgated by the State Unit on Aging and set out in 2.007.03. The scale may be adjusted annually in accordance with the Federal Poverty Scale found in the Federal Register and adopted by the State Unit on Aging. Billing will be done monthly as per automated system provided by the State Unit on Aging in the form of NAMIS.

(2.008)

REIMBURSEMENT

Reimbursement to the Blue Rivers Area Agency on Aging will be based upon actual casework time units as outlined in 2.008.01 - 2.008.06A.

Each Care Manager will use the attached Claim for Care Management Services monthly to document actual time and casework provided to each client.

(2.007)

FEE SCALE

Blue Rivers Area Agency on Aging Care Management Unit will use the fee scale as adopted and promulgated by the State Unit on Aging and set out in 2.007.03. The scale may be adjusted annually in accordance with the Federal Poverty Scale found in the Federal Register and adopted by the State Unit on Aging. Billing will be done monthly as per automated system provided by the State Unit on Aging in the form of NAMIS.

(2.008)

REIMBURSEMENT

Reimbursement to the Blue Rivers Area Agency on Aging will be based upon actual casework time units as outlined in 2.008.01 - 2.008.06A.

(2.006.09)

PERIODIC REVIEW

Blue Rivers Area Agency on Aging Care Management Unit shall provide the State Unit on Aging full access to files and records of the Care Management Unit and the files and records of the provider, supervisor or contractor of a Care Management Unit.

The State Unit on Aging shall conduct periodic reviews of such files and records in the process of determining if certification of said Care Management Unit shall continue.

(2.006.10)

AMENDMENT OF THE PLAN OF OPERATION

Amendments of the Plan of Operation will be filed with the State Unit on Aging within 60 days of the determination that such amendments are necessary.

Amendments of the Plan of Operation will be made:

1. If Blue Rivers Area Agency on Aging Care Management Unit is unable to meet indicated timelines for services objectives, or goals and objectives.
2. When significant changes in policies and/or procedures become more appropriate or required.

for consultation with
Kathy; this means
that once SCAM
determines an
amendment is
necessary, they
file with RA
within 60 days,
then make the
change upon
approval.

BLUE RIVERS AREA AGENCY ON AGING**Claim for****Care Management Services**

Client Name _____

Provider _____

Service	Hours	Date	Provider Initial	
1. Assessment (Initial/Annual)				
2. Care Plan Dev./Coordination				
3. Review/Follow-up				
4. Referral				
5. Consultation				
6. Total Hours/Units (Sum 1-5)				

I certify that to the best of my knowledge, the information contained above is correct.

Signed _____ Date _____

BLUE RIVERS AREA AGENCY ON AGING
CARE MANAGEMENT REFERRAL

Name _____

Address _____

County _____ **Phone** _____

Date of Birth _____

Reported Need _____

Current Supports _____

Referred by: _____

Date of Referral _____

>>Referral forwarded to: _____

^by _____

Other pertinent info _____

Date contacted _____

Type of contact _____

Result _____

Job Description**Title: Care Manager****Reports to: CHOICES Unit Supervisor****Job Summary**

Responsible for client assessment, care plan development, coordination and monitoring of services for frail older adults, using State Unit on Aging Care Management Program protocol. Resource development may be necessary in areas where there is currently little or no service provision. May also work with caregivers/older adults to implement Caregiver Support services.

Travel will be necessary. Use of a personal vehicle may be necessary. Mileage will be reimbursed at the current Agency rate.

Other areas of responsibilities (to include, but not limited to):

Coordinate with various community agencies/organizations to inform them of Care Management and broaden the service delivery base.

Will work with federal, state, and local professionals on program development and service development.

Public speaking, if needed, to promote and give information regarding Care Management.

Responsible for preparing and submitting required reports. May be responsible for data entry, using the NAMIS database (developed by the State Unit on Aging).

Responsible for maintaining professional knowledge in this specialty area through training courses, workshops, and professional publications.

Required to provide CHOICES Unit Supervisor at least two (2) weeks notice when leaving position. (Thirty [30] days notice preferred).

A Care Manager shall have the following qualifications:

1. A current Nebraska license as a Registered Nurse, baccalaureate or graduate degree in human services field, or certification under the Nebraska Social Work law; and
2. At least two (2) years of experience in long term care, gerontology, or community health. Prefer past experience in case management or social work.
3. Ability to work independently and communicate effectively.
4. Computer experience and/or willingness to learn.

*Care Management
Sup.***Job Description****Title: Home and Community Based Options Manager****Reports to: Executive Director****Job Summary**

Responsible for the day-to-day and overall management of the Blue Rivers Area Agency on Aging CHOICES Unit as outlined in the "Plan of Operation" as approved or amended by Nebraska Health & Human Services State Unit on Aging. The CHOICES Unit is comprised of the Care Management program, Family Caregiver Support Program, Senior Care Options program, and the Aged and Disabled Medicaid Waiver program and staff appropriate to each program. Also responsible for the overall management of the Blue Rivers Aging and Disability Resource Center (ADRC).

Travel will be necessary. Use of a personal vehicle may be necessary. Mileage will be reimbursed at the current Agency rate.

Essential Responsibilities

Make recommendations to the Executive Director concerning staff/or contractors regarding appropriateness for hire, discipline, or termination.

Provide training coordination and supervision of staff/or contractors for all programs.

Review assessments and care plans developed by Care Management staff/or contractors, using criteria developed by the State Unit on Aging (SUA). Similarly, evaluate and review files developed and maintained by Medicaid Waiver staff/contractors, according to criteria developed by the Department of Health & Human Services, using the CONNECT database program. Reviews focus on standards as developed by the Department of Health & Human Services and the State Unit on Aging. There must also be emphasis on quality control. Monitor development/progress of Senior Companion program. Work closely with ADRC Options counselor to build and enhance the ADRC, using guidelines developed through the statewide ADRC coordinators, SUA, and contracted evaluators. Supervise Title III-B In-Home Services programs and staff, specifically Chore and Homemaker.

Participate in regular staff meetings for the purpose of distributing information, problem solving, peer reviews, etc. Meetings may be for the entire unit and/or for each separate program and staff.

Assist in preparation of the Area Plan for above listed programs and services.

Maintain client-caseload work only as needed.

Gather data, maintain specific records, and complete required reports in a timely manner (as required by DHHS and the State Unit on Aging).

Evaluate staff in all aspects of job performance at end of probationary period, annually, and as needed. Provide counseling to staff/contractors in areas of job performance and quality of care provided. Evaluation forms will be forwarded to Executive Director for review and will then become part of employee personnel file.

Other areas of responsibilities (to include, but not limited to):

Coordinate with the medical and other community leaders to inform them of Care Management, Caregiver Support, Personal Care, Senior Care Options, Medicaid Waiver, Senior Companion, ADRC, and Title III-B In-Home services, and generate support for the programs.

Coordinate with various local and state Social Service agencies.

Public speaking and working with various media sources in order to promote and disseminate information concerning the programs.

Prepare and deliver required reports to the Executive Director on the progress and concerns related to the programs and the Unit as a whole.

Initiate contact with clients/families/physicians as needed.

Assist, when indicated, in the communications with other service providers.

Work with federal, state, and local professionals on program development.

Maintain responsibility for expansion of programs as directed by the Executive Director and Governing Board.

Maintain professional knowledge in each specialty area through training courses, workshops, conferences, and professional publications.

Maintain CHOICES Unit's compliance with all state and federal guidelines and Blue Rivers Area Agency on Aging's Plan of Operation.

Required to provide Executive Director thirty (30) days notice when leaving position and will provide orientation for new unit supervisor.

The CHOICES Unit Supervisor shall have the following minimum qualifications:

1. A current Nebraska license as a Registered Nurse, or baccalaureate or Graduate degree in human services field, or certification under the Nebraska Social Work law; and
2. At least two (2) years of experience in long term care, gerontology, or Community health; and
3. At least two (2) years of supervisory or management experience.
4. Ability to effectively communicate orally and in written form.
5. Ability to work with professionals in the health and human services fields.
6. Ability to organize time, prioritize tasks, and work independently.
7. Ability to mediate, if needed, and facilitate constructive communication between staff members.
8. Ability to relate to and work with older persons, co-workers, and the general public.
9. Basic computer knowledge, Windows applications, and willingness and ability to learn specific software as required by the various programs and assist staff to learn basics of those programs.
10. Must have a positive attitude and promote that attitude with staff.

Equal Employment Opportunity

Blue Rivers AAA continues its firm commitment to the principle of equal employment opportunity. We provide equal employment opportunity to all employees and applicants for employment, without regard to race, color, age, sex, national origin, religion, disability, genetic information (as defined in the Genetic Information Nondiscrimination Act), marital status, pregnancy, military status, or any other prohibited basis of discrimination under applicable local, state, and federal law. We make employment decisions consistent with this principle of equal opportunity. This policy applies to all terms and conditions of employment.

We also believe in the principles of the Americans with Disabilities Act (ADA). That Act prohibits employers from unlawfully discriminating against employees or job applicants with disabilities when making employment decisions. Blue Rivers AAA will also make reasonable accommodation of the disabilities and bona fide religious beliefs of applicants and employees to the extent required by law, unless undue hardship to Blue Rivers AAA would result. Any applicant or employee who needs an accommodation must contact the Executive Director and request one.

We want our commitment to equal employment opportunity to be a success. If you feel we are falling in our duty and promise of equal opportunity to all applicants or employees, please report your concerns at once to your supervisor or other management personnel (e.g., department manager or board member) with whom you feel comfortable discussing the matter. We will take every reasonable measure to correct any unfairness and promise that you will not be subjected to retaliation for bringing such matters to our attention in good faith. We will treat all such concerns with the utmost confidence, to the extent reasonably possible and consistent with a fair resolution of the problem.

Harassment-Free Workplace Policy and Complaint Procedure

Blue Rivers AAA is committed to maintaining as enjoyable a workplace as reasonably possible. Therefore, employees and non-employees are prohibited from engaging in any form of unlawful harassment in the workplace as well as any behavior that would be inconsistent with the spirit and intent of this policy.

Harassment is unlawful when it: (1) is based on age, race, color, sex, religion, national origin, disability, pregnancy, genetic information and any other characteristics protected by applicable law; (2) is unwelcome; (3) is severe or pervasive in nature; and (4) is made a condition of employment, unreasonably interferes with an employee's work performance, or creates an intimidating, hostile, or offensive work environment.

In addition, this policy prohibits retaliation against any employee because he/she files a complaint under this policy, cooperates with any internal investigation, or otherwise pursues his/her legal rights.

It is not possible to define every action or word that could be interpreted as harassment. Harassment may encompass a wide range of verbal, physical and/or visual behaviors and may be sexual or non-sexual in nature. Each situation depends on a number of factors. In some cases, one incident will be sufficient to constitute harassment. In other cases, a pattern or series of incidents may be necessary. In addition, even if the behavior in question may not constitute harassment under this policy, it may still be inappropriate in our workplace and subject to disciplinary action.

Examples of behaviors that might constitute sexual harassment (depending on the circumstances) and are the types of behaviors in which an employee should not engage include sexual advances, propositions, pressure for sexual favors, physical contact of a sexual nature, and sexually explicit language, gestures, pictures, jokes or objects.

Examples of behaviors that might constitute harassment of a non-sexual nature and are of the type of behaviors in which an employee should not engage include conduct that is offensive, derogatory, or shows hostility toward an employee because of his/her race, color, religion, sex/gender, sexual orientation, national origin, ancestry, disability, age or other characteristic protected by law, including slurs, epithets, negative labeling or stereotyping, and jokes, whether oral or written.

If any employee feels in good faith that he/she has been subjected to harassment by a co-worker, supervisor, or any non-employee, the employee is to immediately report it to any one of the following: (1) the employee's immediate supervisor; (2) the employee's department manager; (3) the Executive Director or (3) if the complaint is about the Executive Director, or the employee is not satisfied with the handling or outcome of the complaint or feels more comfortable bypassing the other steps, the employee should take it to the Chair of the Board. Such complaints will be promptly addressed (and investigated if necessary) and appropriate action taken if warranted. Confidentiality will be maintained to the extent possible under the circumstances. If the Board believes that a violation of this policy may have occurred or that the behavior in question was inappropriate for any reason, then it will take appropriate action, which may include disciplinary action, up to and including discharge.

Disability Accommodation

Blue Rivers AAA will make reasonable accommodation for the impairments of qualified individuals with disabilities to the extent required by law, unless undue hardship to Blue Rivers AAA would result. If any applicant or employee believes in good faith that he/she needs a reasonable accommodation because of a disability, he/she must contact the Executive Director

and request an accommodation. Requests for accommodations are not to be made to any supervisor. If any supervisor receives what he/she believes may be a request for an accommodation, he/she must contact or refer the employee to the Executive Director.

Blue Rivers AAA is committed to participating in an interactive accommodation process. An individual who requests a reasonable accommodation will normally be required to meet with the Executive Director to discuss the need for accommodation and to complete a written request for accommodation, to include information regarding the nature of the disability, how it affects the employee's ability to perform all essential job duties, information regarding medical treatment of the disability or impairment, information regarding the health care provider who has provided such treatment, the employee's suggestions for reasonable accommodation, and other relevant information. Blue Rivers AAA may also contact the individual's health care provider or other third parties (such as rehabilitation counselors) to verify the existence of the disability or impairment, obtain relevant medical information and/or records, and suggestions for accommodation.

Requests for accommodation will be processed as quickly as reasonably practicable under the circumstances. Any individual who requests an accommodation is required to fully cooperate in the process, including providing relevant information and providing any required HIPAA consent. In order for Blue Rivers AAA to contact and obtain information from the employee's health care provider. If the individual falls or refuses to provide any needed HIPAA consent, Blue Rivers AAA will terminate its processing of the individual's request for accommodation. If the individual is an employee, he/she will be expected to fully perform all essential functions of his/her job without accommodation and may be subject to disciplinary or performance-related actions, up to and including discharge, if he/she is unable to perform all essential functions of the job. If the individual is an applicant, his or her application for employment will be withdrawn from consideration.

While a request for accommodation is being processed, an employee may be placed on paid or unpaid leave of absence, assigned to a different job, or provided with light or modified duty, as determined by Blue Rivers AAA. An employee's base rate of pay will not normally be changed while the employee's request for accommodation is being processed.

Although it is not possible to make a comprehensive list of all possible accommodations that might be reasonable, the following are among the accommodations that might be reasonable (depending on the circumstances): modifications to the job application process, modifications to the work environment, modifications to the methods by which a job is performed, providing special equipment or devices to perform a job, reassignment to an open job for which an employee is qualified and for which the employee can perform the essential job duties, providing a part-time or modified work schedule, modifying training methods and/or materials, providing readers or interpreters, and/or placing an employee on short-term leave of absence.

Employees should understand that not all possible accommodations are reasonable in nature. For example, Blue Rivers AAA is not required to lower its performance or behavior standards,

eliminate essential job duties, bump another employee from a job, maintain an employee's compensation rate, or permit unscheduled (or erratic, unpredictable, intermittent) or excessive absenteeism or tardiness as a reasonable accommodation. In addition, working from home, obtaining regular assistance from another employee to perform essential job duties, and eliminating certain duties in a job rotation are generally not reasonable accommodations except in extraordinary circumstances. The ability of an employee to perform essential duties with the use of mitigating measures or devices (such as medication or special equipment) may be taken into account if determining whether an accommodation is needed or reasonable. For example, if an employee can control an impairment with medication or assistive devices and thereby perform essential job duties, no reasonable accommodation would normally be needed or reasonable.

Blue Rivers AAA will determine if a reasonable accommodation is available. If more than one reasonable accommodation is available, Blue Rivers AAA may take into account the employee's preference of accommodation, but Blue Rivers AAA has the right to make the final selection of the accommodation to offer to the employee. An employee has the right to refuse any accommodation that is offered by Blue Rivers AAA under this policy. However, the employee will be expected to fully perform all essential functions of the job without accommodation and may be subject to disciplinary and/or performance-related actions, up to and including discharge, if the employee is not able to perform all essential functions in a manner acceptable to Blue Rivers AAA and as expected from other employees who hold the same job.

Grievance Procedure

Blue Rivers AAA strives to ensure that all employees are treated fairly. This policy seeks to support the achievement of this goal by providing a just and equitable method for resolving grievances without discrimination, coercion, or reprisal against employees who may submit or be involved in a grievance.

A grievance is defined as any dispute concerning corrective action (suspension or discharge only) or written policy/procedure interpretation or application between an employee and Blue Rivers AAA. The grievance procedure will not be used to change but rather to clarify expressed provisions of Blue Rivers AAA and/or department policies and procedures. An appeal of a corrective action (suspension or discharge only) starts at Step 3 of this procedure. If the grievance is a complaint of unlawful harassment or retaliation for reporting or supporting a claim of harassment, the employee must follow the complaint procedure in the Harassment-Free Workplace Policy and Complaint Procedure instead of this grievance procedure.

Blue Rivers AAA will use a Grievance Board consisting of five (5) people. The department manager and employee involved in the grievance will each select two people from a predesignated list. The four people selected will then select the fifth member from the list. The Grievance Board will designate a Grievance Board Chair. The Executive Director shall create the predesignated list of people to serve on the Grievance Board.

Step 1

Employees who feel Blue Rivers AAA has violated a written policy(ies) or procedure(s) may request to meet with their immediate supervisor within five (5) working days from the date the alleged violation took place. The immediate supervisor shall review the employee's concerns and advise the employee, in writing, of his or her decision regarding the grievance, normally within five (5) working days of receipt of the grievance. If the employee is not satisfied with the immediate supervisor's response, the employee may appeal the grievance to the department manager within five (5) working days from the date of the immediate supervisor's response.

Step 2

In submitting the grievance to the department manager, the grievance must be in writing and contain the following information:

- Name of person filing the grievance.
- Details of the alleged grievance.
- Names of persons violating Blue Rivers AAA policy.
- Dates of alleged violation.
- Names of witnesses.
- Citation of Blue Rivers AAA policy(ies)/procedure(s) that have allegedly been violated.
- Requested remedy.

The department manager may meet with the employee to discuss the grievance but must respond to the grievance, in writing, normally within ten (10) working days from the date of receipt of the grievance. If the employee is not satisfied with the department manager's response, the employee may request a review of this decision by the Grievance Board.

Step 3

Employees shall submit a written request to the Grievance Board, indicating their desire to appeal the decision of the department manager within five (5) working days of receipt of the department manager's response. This written request must include all information as indicated in Step 2 and, in addition, the written response of the department manager. The Grievance Board Chair will set a deadline for each party to submit five (5) copies of a written position statement in response to the grievance. The Grievance Board may schedule a hearing if it determines one is necessary to obtain additional information from the parties, including witnesses. If a hearing is held, it will be conducted under the rules adopted by the Board. The Board's decision is final.

Introductory Period

The introductory period is used by the department manager to observe the employee's ability to satisfactorily perform assigned duties and responsibilities. During the introductory period, employees are expected to demonstrate the necessary skills and abilities to perform the duties for which they have been employed. The department manager, when assessing each

employee's performance and suitability for continued employment, will pay particular attention to punctuality, attendance, willingness to work with others, and positive response to supervision. During the introductory period, Blue Rivers AAA will generally not apply progressive discipline. Successful completion of an introductory period does not guarantee continued employment with Blue Rivers AAA. Employees and Blue Rivers AAA both retain the right to end the employment relationship for any lawful reason, as we are an at-will employer.

- A. **New Hire (Including Rehire).** All new employees must serve an Introductory period of six (6) months from date of hire. An employee shall be removed from introductory status on the day following the end of the introductory period, unless notified of extension or termination by the department manager.
- B. **Introductory Period for Promotions.** All employees who are promoted must serve an Introductory period of six (6) months in the new job classification before being confirmed in the new position.
- C. **Transfer During Introductory Period.** The introductory period of an employee who is transferred (promotion, demotion, lateral move, or move to a lower position) within a department while serving an introductory period may be extended, at the department manager's discretion.
- D. **Transfer Outside of Introductory Period.** In the case of personnel actions (lateral move or move to a lower position), employees may be required to serve an introductory period. The length of the introductory period is at the department manager's discretion, but will not normally exceed six (6) months, beginning on the date of the transfer. If an employee cannot or does not perform satisfactorily in the position to which he/she is transferred, the employee may be involuntarily transferred to another position of either the same salary grade or a lower salary. If no other position is available for transfer, the duties of the employee may be reassigned, the employee may be reclassified to a lower salary, or the employee may be terminated.

Extension of Introductory Period. A department manager may extend the introductory period of an employee for reasons of performance or transfer, for a period not to exceed a total of one (1) year from the date of hire or rehire or transfer. The employee will normally be notified, in writing, of the extension.

This notification of extension will include the specific period of extension. In cases of extension for performance reasons, the employee may be provided specific performance improvement requirements.

Completion of Introductory Period. Completion of the introductory period in no way implies a contract of continued employment with Blue Rivers AAA nor does it create a property interest in employment with Blue Rivers AAA. The employee and employer relationship is for the mutual

benefit of both parties and either party may sever the relationship, at will, at any time.

Promotions/Job Postings

Blue Rivers AAA believes in promoting employees from within when possible. As a result, we have a job-posting program designed to give all employees an opportunity to apply for positions in which they are interested and qualified. While most vacancies will be posted on Blue Rivers AAA's website (www.BlueRiversAAA.org/job-openings/), there may be some cases where Blue Rivers AAA will determine it is in Blue Rivers AAA's best interests to seek outside candidates for a position, and outside candidates may be recruited simultaneously with an internal posting. All applicants for a vacancy to be filled through the promotional process must complete and sign a Blue Rivers Area Agency on Aging Application for Employment to be eligible for promotion.

All applications must be filed with the appropriate department manager or their designated representative on or before the closing date specified in the job announcement.

Performance Evaluations

Your work performance will usually be evaluated after completion of your introductory period. Additional evaluations usually occur on your first anniversary date and annually thereafter.

In addition to the regular performance evaluations described above, special performance evaluations may be conducted by your supervisor at any time to advise you of the existence of performance or disciplinary problems.

Wage adjustments are not automatic and will be based on Blue Rivers AAA's evaluation of your performance, as well as economic and market conditions.

Separation From Employment

We hope that your association with Blue Rivers AAA will be a long and mutually beneficial one. However, sometimes personal affairs force a change in occupation or residence. Employees deciding to resign should submit a written resignation to their department manager, stating the reason for resigning and the termination date. Blue Rivers AAA encourages all employees to submit this written notice at least fourteen (14) calendar days, and department managers at least thirty (30) calendar days in advance of the final work day in order to provide Blue Rivers AAA with adequate time to fill the position. All compensation and fringe benefits accrued up to the resignation date will be paid to the employee as outlined in this personnel policy manual.

Employees will normally be asked to participate in an exit interview so that we can obtain suggestions for making Blue Rivers AAA a better place to work.

Reemployment

Former employees of Blue Rivers AAA are not eligible for re-hire without prior approval of the Executive Director or Board in the Executive Director's absence.

JUN 21 2018

SUBGRANT
Data Entry Worksheet

42874 Y3

Submitted by: Bob Halada, 471-4737

Subgrant Y3 Document # 43201 y3
Amendment # 1 to Subgrant Y3 #
BU# Revision to Subgrant Y3 #***Yellow Highlight fields are mandatory by the DHHS/Program Staff before entry into NIS.****ORDER HEADER ENTRY**

25710179 ✓	Home Business Unit primarily for your Section/Unit. This is used for reporting purposes, however, G/L accounts are not affected by the data in this field. Each Division/Office has an assigned number.
511979 ✓	NIS Address Book Record of the vendor to whom the subgrant was awarded
25-01-22	Home Business Unit Address Book (facility, multiple address) (NSOB use # 250122)
Default - Facility, multi-address	
121465	Employee NIS Address Book ID# - Record of individual primarily responsible for tracking Subgrant.
DHHS Central Repository	Physical Location of Subgrant
7/1/2018 ✓	Beginning Date of Subgrant
6/30/2019 ✓	Expiration Date of Subgrant

ORDER DETAIL (GRID) ENTRY**DETERMINE IF MULTI-LINES NEED TO BE ADDED AT GRID.**

95215	NIGP Code/Inventory Number
\$169,384.00 ✓	Subgrant \$ Amount
\$ and 1	NOTE - UoM is always \$ and Unit Cost is always 1
Blue Rivers Area Agency on Aging	BU# description (usually incorporates federal grant name, fiscal year, etc.)
FY19 CARE MANAGEMENT award	Purpose of Subgrant, reason for amendment, or which BU#s involved. Specific Description
25820080.594100 \$169,384.00	Business Unit (AID preferably) Object Code (594100-AID, 550101-ADMIN) Dollar amount
	If applicable Dollar amount
	If applicable Dollar amount

FFATA REPORTING INFORMATION

168559920 ✓	DUNS #
	OCR (Officer Compensation Requirement) Type in field (Y) for Yes or (N) for No

Additional Notes from Program:

Service Contracts and Subgrants Team
DHHS.ServiceContractsandSubgrants@nebraska.gov

6/21/2018

Certificate Of Completion

Envelope Id: 23EB7BFE1027446C866CD48703BBCCE9

Status: Completed

Subject: Please DocuSign: DHHS Agreement #42874 Y3

Division: MLTC

Agreement Type: Subaward

Source Envelope:

Document Pages: 62

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Dawn LaBay

AutoNav: Enabled

301 Centennial Mall S

Envelopeld Stamping: Enabled

Lincoln, NE 68508-2529

Time Zone: (UTC-06:00) Central Time (US & Canada)

dawn.labay@nebraska.gov

IP Address: 164.119.62.168

Record Tracking

Status: Original

Holder: Dawn LaBay

Location: DocuSign

6/29/2018 2:46:23 PM

dawn.labay@nebraska.gov

Signer Events

Zoe Olson

zoe.olson@nebraska.gov

Executive Director

Blue Rivers Area Agency on Aging

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

84AB4B4265A9463...

Using IP Address: 97.92.165.166

Timestamp

Sent: 6/29/2018 2:51:26 PM

Viewed: 6/29/2018 3:06:38 PM

Signed: 6/29/2018 3:08:38 PM

Electronic Record and Signature Disclosure:

Accepted: 6/29/2018 3:06:38 PM

ID: ced177da-216b-4872-b83a-b6dacc5d3117

Cynthia Brammeier

cynthia.brammeier@nebraska.gov

Administrator

Security Level: Email, Account Authentication
(None)

DocuSigned by:

592408F0D41E43F...

Using IP Address: 164.119.63.127

Sent: 6/29/2018 3:08:39 PM

Viewed: 6/29/2018 3:14:10 PM

Signed: 6/29/2018 3:14:20 PM

Electronic Record and Signature Disclosure:

Accepted: 6/29/2018 3:14:10 PM

ID: 3bfcf464-61c0-427e-8f5b-6b977c1c9d6f

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Courtney Parker

courtney.parker@nebraska.gov

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 6/29/2018 2:51:25 PM

Viewed: 6/29/2018 2:58:40 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Robert Halada robert.halada@nebraska.gov Aging Office of Western Nebraska Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/11/2018 10:26:21 AM ID: b17e2092-d0b7-425c-8da8-ff057e8c7b61	COPIED	Sent: 6/29/2018 2:51:25 PM Viewed: 6/29/2018 2:51:48 PM
Dawn LaBay dawn.labay@nebraska.gov Office Services Manager II Nebraska Dept of Health and Human Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/29/2018 2:51:25 PM
Katia Rodriguez katia.rodriguez@nebraska.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/29/2018 3:08:39 PM
DHHS SCRM Group Email dhhs.servicecontractsandsubawards@nebraska.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 6/29/2018 3:14:21 PM
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/29/2018 3:14:21 PM
Certified Delivered	Security Checked	6/29/2018 3:14:21 PM
Signing Complete	Security Checked	6/29/2018 3:14:21 PM
Completed	Security Checked	6/29/2018 3:14:21 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Nebraska Department of Health & Human Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Nebraska Department of Health & Human Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: john.canfield@nebraska.gov

To advise Nebraska Department of Health & Human Services of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at john.canfield@nebraska.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Nebraska Department of Health & Human Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to john.canfield@nebraska.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Nebraska Department of Health & Human Services

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to john.canfield@nebraska.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
----------------------------	---------------------------

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Nebraska Department of Health & Human Services as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Nebraska Department of Health & Human Services during the course of my relationship with you.